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APPEALING 50 (5)



**CONTRACT FOR  
COUNTY-WIDE EQUALIZATION  
DEARBORN COUNTY  
PROFESSIONAL SERVICES AGREEMENT  
2005**

**4625 West 86<sup>th</sup> Street Suite 800  
Indianapolis, Indiana 46268**

## Table of Contents

|  |    |
|--|----|
| ARTICLES OF AGREEMENT .....                  | 1  |
| 1.0 TERMS OF ENGAGEMENT.....                 | 2  |
| 2.0 SERVICES TO BE PROVIDED .....            | 2  |
| 3.0 CONSIDERATION .....                      | 3  |
| 4.0 TIME AND MANNER OF PAYMENT .....         | 4  |
| 5.0 TERM .....                               | 4  |
| 6.0 COUNTY RESPONSIBILITIES.....             | 4  |
| 9.0 REPORTS .....                            | 6  |
| 10.0 CONFIDENTIALITY.....                    | 6  |
| 11.0 OWNERSHIP OF DATA .....                 | 6  |
| 12.0 ENTIRETY .....                          | 6  |
| 13.0 WAIVER.....                             | 7  |
| 14.0 SEVERABILITY .....                      | 7  |
| 15.0 GOVERNING LAW .....                     | 7  |
| 16.0 BINDING EFFECT .....                    | 7  |
| 17.0 FORCE MAJURE.....                       | 8  |
| 18.0 DISPUTES.....                           | 8  |
| 19.0 NOTICE TO COMPANY .....                 | 8  |
| 20.0 CAPTIONS .....                          | 9  |
| 21.0 TERMINATION .....                       | 9  |
| 22.0 INDEPENDENT CONTRACTOR .....            | 9  |
| 23.0 LIMITATION OF LIABILITY .....           | 10 |
| 24.0 NONDISCRIMINATION.....                  | 10 |
| 26.0 MAINTAINING A DRUG FREE WORKPLACE ..... | 11 |
| SIGNATURES .....                             | 12 |
| ATTACHMENT A: DETAIL SCOPE OF SERVICES       |    |

## Articles of Agreement

THIS AGREEMENT, entered into this 27<sup>th</sup> day of July, 2004, is by and between the **DEARBORN COUNTY ASSESSOR, INDIANA**, hereinafter referred to as the *Assessor*;

AND

**MANATRON, INC. APPRAISAL**, 4625 West 86th Street, Suite 800, Indianapolis, Indiana 46268, hereinafter referred to as Manatron.

### WITNESSETH THAT

**WHEREAS**, the State of Indiana has imposed reassessment equalization guidelines per IC 6-1.1-5.5-3; and

**WHEREAS**, the County Assessor has determined that the County should continue to employ Manatron as a technical advisor for general assessment equalization services to assist the Assessor in conforming to the provisions of IC 6-1.1-4-4.5.

**WHEREAS**, the County Assessor wishes to employ Manatron and Manatron is willing to be employed by the Assessor; and

**WHEREAS**, Manatron is a qualified Professional Appraiser as that term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the Assessor and Manatron hereby enter into this Agreement for technical assistance for specific equalization services under the provisions of 6-1.1-4-4.5

## 1.0 Terms of Engagement

The Assessor hereby engages Manatron as a Professional Appraiser and consultant advisor with respect to the matters identified in Article 2.0 hereof and in Attachment A of this Agreement for the compensation as set forth in Article 3.0 hereof and for the term set forth in Article 5.0 hereof. Manatron hereby accepts this engagement with respect to the above.

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## 2.0 Services to be provided

- 2.1 Manatron shall do preliminary analysis of the sales data and sales verification methods to determine their suitability for a sales ratio report and shall perform the study as detailed in Attachment A. If deficiencies are found in the verification process, such deficiencies must be corrected by the Assessor or negotiated as an extra cost on a per diem basis with Manatron before the study can continue.
- 2.2 Manatron shall work closely with the Assessor to ensure that all services are completed in such a manner that the Assessor meets all statutory deadlines and provides information transfer in a format acceptable to the Department of Local Government Finance (*Department*).
- 2.3 Manatron may use any method or combination of methods acceptable under the Standard, which is hereby incorporated by reference and does not include any later amendments or editions, to perform the tasks outlined in this *Services to be Provided* section and *Attachment A* of this Agreement.
- 2.4 Manatron shall use sales of properties occurring between January 1, 2001, and December 31, 2004, in performing sales ratio studies under this Agreement. If sales data is insufficient to satisfy the Standard, Manatron may use data from earlier or more recent time periods, or both, adjusting the data as described in the Standard.
- 2.5 Manatron shall obtain approval from the Director of the Division of Data Analysis of the Department of Local Government Finance (*Department*) for any alternative method for adjusting or analyzing sales data.

- 2.6 Manatron agrees to provide up to two (2) person-days to provide any required public presentations to defend or support any aspect of these services to the County or to the State of Indiana during the equalization report submission and approval process.

### 3.0 Consideration

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The Assessor shall pay Manatron as follows:

A fee of TWENTY-SIX THOUSAND DOLLARS (\$26,000.00) for services defined in Article 2.0 of this Agreement.

The Assessor shall pay Manatron for any **additional** services provided as requested and approved by the Assessor beyond the services defined in Article 2.0 of this Agreement as follows:

- ◆ Senior Appraiser .....600.00 per day, plus expenses
- ◆ Staff Appraiser.....450.00 per day, plus expenses
- ◆ Data Entry .....180.00 per day
- ◆ Clerical.....160.00 per day

#### **4.0 Time and Manner of Payment**

##### **4.1 Manatron shall be paid as follows:**

At the end of each month, Manatron shall submit a claim requesting payment for work done under this Agreement during that month. The Assessor shall make payment to Manatron within thirty (30) days.

##### **4.2 Failure of the Assessor to make payment when due shall entitle Manatron, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.**

##### **4.3 Additional compensation that may be due Manatron as the result of services requested by the Assessor as specified in Article 3.0 of this Agreement shall be invoiced at the end of the month in which the services were provided.**

#### **5.0 Term**

Manatron shall begin all work provided for in this Agreement as soon as practicable after the Agreement date above and continue indefinitely until all services defined in Article 2.0 have been provided.

#### **6.0 County responsibilities**

##### **6.1 Final determination of assessed value and true tax value is and shall remain the responsibility of the Assessor.**

##### **6.2 The County shall supply to Manatron copies of all sales disclosure forms transacted between the dates specified in Article 2.5 above and associated listings in electronic format from the County's CAMA system. Copies of recent sales disclosure forms to the current date may be requested by Manatron.**

- 6.3 All data entry must be complete and the CAMA database edited for sales, parcel record, and neighborhood index accuracy.
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## **7.0 Right of inspection**

The Assessor, upon request, may inspect the records of Manatron to verify the progress and evaluate the quality of work performed and approved procedures employed.

## **8.0 Certified Appraiser**

Manatron shall provide qualified appraisers for all services associated with this Agreement. The appraisers under this Agreement shall be individuals who are certified as a Level Two Assessor-Appraiser under IC 6-1.1-31.7 or equivalent certification. All personnel not so qualified shall perform their responsibilities under the direct supervision of a Certified Level Two Assessor-Appraiser.

## **9.0 Reports**

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## **10.0 Confidentiality**

Manatron shall maintain the confidentiality of all records and data. All services are provided to and for the Assessor only unless otherwise directed by the Assessor or as directed by a court of law.

## **11.0 Ownership of data**

~~All data resulting from the performance of services under this Agreement are the property of the County and shall be delivered to the Assessor at the conclusion of this Agreement.~~

## **12.0 Entirety**

This Agreement sets forth the entire Agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the Assessor and Manatron. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.



### **13.0 Waiver**

No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless in writing and signed by all those signing this Agreement or their successors in office. The failure of either party at any time or times to require performance of any provisions of this Agreement shall not be considered a waiver and shall in no manner affect the right at a later time to enforce that provision.

### **14.0 Severability**

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law, as it then shall appear.

### **15.0 Governing law**

This Agreement shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in Indiana courts.

### **16.0 Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives; provided, however, that the rights, duties, and privileges of Manatron under this Agreement may not be transferred, sublicensed, or assigned by it, either in whole or in part, without the prior written consent of the Assessor.

## **17.0 Force Majure**

- 17.1** Whenever Manatron or the Assessor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, they shall, within ten (10) days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
- 17.2** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. Delays shall include any action by the Department, State Legislature, or Courts, directed at any change in scope, time frame, or additional requirements related to this Agreement. In every case, the delay must be beyond the control and without the fault or negligence of the nonperforming party.

## **18.0 Disputes**

If a dispute, controversy or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute at a Dearborn County facility within fifteen (15) days.

## **19.0 Notice to Company**

Any notices by the Assessor to Manatron shall be directed to:

Manatron, Inc., Appraisal Division  
Mr. Daniel P. Muthard  
4105 Executive Dr.  
Beavercreek, Ohio 45430

## **20.0 Captions**

The captions of this Agreement are for convenience of reference only and shall not be deemed to define or limit any of the terms.

## **21.0 Termination**

**21.1** The Assessor may terminate this Agreement if it is determined that Manatron has failed to make satisfactory progress towards performance. In such case, the Assessor shall transmit a termination notice of the fault to Manatron by certified mail, return receipt requested, at least thirty (30) days prior to the proposed termination date, and Manatron shall be given thirty (30) days from the date of the notice in which to remedy the condition which has caused the termination notice or suffer termination.

**21.2** Manatron shall continue Agreement performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

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## **22.0 Independent Contractor**

In the performance of this Agreement, both parties shall not be acting as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

### **23.0 Limitation of Liability**

- 23.1** Manatron agrees to indemnify, defend, and hold harmless the Assessor and the Townships and County officers, and employees of those Townships and that County from all claims and suits, including court costs, attorney fees, and other expenses, caused by any act or omission of Manatron and/or its subcontractors, if any.
- 23.2** Manatron's maximum liability for any and all claims arising directly or indirectly from the performance of the work or otherwise relating to the project, whether resulting from Manatron's negligence or otherwise and whether based on contract or tort, shall not in the aggregate exceed the amount paid by the County. In no event shall Manatron be liable to the Assessor or any third party for loss of business or profits or any other economic loss or for any incidental, indirect, special, or consequential damages.
- 23.3** Any action by the Assessor on this Agreement or otherwise relating to the work or the project must be brought within one (1) year after the cause of action accrues or within one (1) year after completion of the work, whichever is earlier.

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### **24.0 Nondiscrimination**

Pursuant to IC 22-9-1-10, Manatron and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the individual's hire, tenure, terms, conditions, or privileges of employment because of the individual's race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

## **25.0 Insurance and Worker's Compensation**

Manatron shall carry public liability and Workers' Compensation insurance and shall save the Assessor and officers harmless from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind and description brought or recovered against it by reason of any act or omission of Manatron, its agents, or employees of the work described.

## **26.0 Maintaining a Drug Free Workplace**

**26.1** Manatron hereby covenants and agrees to make a good faith effort to provide and maintain, during the term of this Agreement, a drug free workplace and that it shall give written notice to the Assessor within ten (10) days after receiving actual notice that an employee of Manatron has been convicted of a criminal drug violation occurring in Manatron's workplace.

**26.2** In addition to the provisions of Article 26.1 above, if the total contract amount set forth in this Agreement is in excess of Twenty-Five Thousand Dollars (\$25,000.00), Manatron agrees that this Agreement is expressly subject to the terms, conditions, and representations contained in the Drug Free Workplace Certification executed by Manatron in conjunction with this Agreement and which is appended as an attachment to this Agreement.

**26.3** It is further expressly agreed that failure of Manatron to in good faith comply with the terms of Article 26.1 above or falsifying or otherwise violating the terms of the certification referenced in Article 26.2 above shall constitute a material breach of this Agreement and shall entitle the Assessor to impose sanctions against Manatron, including, but not limited to, suspension of contract payments, termination of this Agreement, and/or debarment of Manatron from doing further business within the State of Indiana for up to three (3) years.

IN WITNESS THEREOF, the parties have executed this Agreement as duly authorized officers. Said Agreement shall not be in effect until all parties to this Agreement have executed the same.

WITNESS

Gladys F. Rumsey

DEARBORN COUNTY, INDIANA

Joan C. Seely  
County Assessor

7-27-04

Date

WITNESS

V. Kelley

MANATRON, INC.

Gary F. Alexander  
Authorized Representative

8-11-04

Date

## Attachment A: Detail Scope of Services

1. Manatron shall do a preliminary analysis of the sales data and sales verification methods to determine their suitability for an equalization report. If deficiencies are found in sales verification, sales data availability, and data entry processes, such deficiencies must be corrected by the Assessor or negotiated as an additional service on a per diem basis with Manatron before the study can continue. Such additional services, if any, are specified in Article 3.0 of this Agreement.
2. Manatron shall determine the sample size by Township, neighborhood, and property class. Manatron shall evaluate information extracted and determine if additional information is necessary to augment the database, if such information is appropriate and in the best interest of the County. Should such information (i.e., MLS data, realtor information, independent appraisals, etc.) be deemed necessary, the County shall be consulted with a choice of paying Manatron additional fees or to purchase directly and supply such information to Manatron.
3. Manatron shall provide on-site training and the reports necessary to edit and correct the physical characteristics in the CAMA file before the sales ratio reports are performed.
4. For each Township in the County, Manatron shall calculate a preliminary assessment ratio for each of the following classes of property if sufficient sales exist and the sales have been verified by the Assessor:
  - ◆ Improved residential
  - ◆ Unimproved residential
  - ◆ Improved commercial
  - ◆ Unimproved commercial
  - ◆ Improved industrial
  - ◆ Unimproved industrial
  - ◆ Agricultural land

The definitions for the terms used in the classifications listed above shall be as stated in the Real Property Assessment Guidelines for 2002, Version A. If any of the classes of property listed above consists of fewer than twenty-five (25) parcels in a Township, no assessment ratio is required to be calculated by Manatron for that class in that Township.

5. Manatron shall apply various statistical analyses of ratio study data, calculating all ratios to the .95 confidence level whenever possible.
6. Manatron shall process data through statistical software and determine the accepted method of data management and data augmentation, documenting methods necessary to qualify the data under the Standard.
7. Manatron shall generate preliminary ratio findings and recommend appropriate adjustments to the CAMA database. The County shall be responsible for data entry to the CAMA database. Should the County request data entry to be performed by Manatron, such service shall be added as an additional service at rates specified in Article 3.0 of this Agreement.
8. After final CAMA database adjustments have been applied and reviewed for accuracy, Manatron shall extract the data necessary for the final statistical review and generate the final equalization report to the County on level of assessment and uniformity by property class and Township. Manatron shall provide for one (1) person-day of review of the data with the Assessor and other interested parties.
9. Upon review of the final report by the County, Manatron and the Assessor shall forward to the Department electronic spreadsheets that contain all data used to calculate a COD and median ratio for each Township. The data the Assessor provides shall, at a minimum, include the following information for each property used to calculate the COD and median ratio:



- ◆ Parcel number
- ◆ Assessed value of land
- ◆ Assessed value of improvement before applying shelter allowance
- ◆ Date of sale
- ◆ Sale price
- ◆ Township
- ◆ School corporation
- ◆ County tax district number
- ◆ Department of Local Government Finance tax district number
- ◆ Condition rating
- ◆ Grade
- ◆ Neighborhood code
- ◆ Property class code

10. Manatron shall provide up to one (1) person-day of support services to present the equalization study to the Department and shall provide the necessary support to assist the County in the submission process through approval by the Department. Upon approval, Manatron shall turn over all documentation and records to the Assessor.

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**CONTRACT FOR**  
**COUNTY-WIDE EQUALIZATION**  
**DEARBORN COUNTY**  
**PROFESSIONAL SERVICES AGREEMENT**  
**2005**

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|  |    |
|--|----|
| ARTICLES OF AGREEMENT .....                  | 1  |
| 1.0 TERMS OF ENGAGEMENT.....                 | 2  |
| 2.0 SERVICES TO BE PROVIDED .....            | 2  |
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| 18.0 DISPUTES.....                           | 8  |
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## **17.0 Force Majure**

**17.1** Whenever Manatron or the Assessor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, they shall, within ten (10) days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

**17.2** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. Delays shall include any action by the Department, State Legislature, or Courts, directed at any change in scope, time frame, or additional requirements related to this Agreement. In every case, the delay must be beyond the control and without the fault or negligence of the nonperforming party.

## **18.0 Disputes**

If a dispute, controversy or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute at a Dearborn County facility within fifteen (15) days.

## **19.0 Notice to Company**

Any notices by the Assessor to Manatron shall be directed to:

Manatron, Inc., Appraisal Division  
Mr. Daniel P. Muthard  
4105 Executive Dr.  
Beavercreek, Ohio 45430

## **20.0 Captions**

The captions of this Agreement are for convenience of reference only and shall not be deemed to define or limit any of the terms.

## **21.0 Termination**

**21.1** The Assessor may terminate this Agreement if it is determined that Manatron has failed to make satisfactory progress towards performance. In such case, the Assessor shall transmit a termination notice of the fault to Manatron by certified mail, return receipt requested, at least thirty (30) days prior to the proposed termination date, and Manatron shall be given thirty (30) days from the date of the notice in which to remedy the condition which has caused the termination notice or suffer termination.

**21.2** Manatron shall continue Agreement performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

## **22.0 Independent Contractor**

In the performance of this Agreement, both parties shall not be acting as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

### **23.0 Limitation of Liability**

- 23.1** Manatron agrees to indemnify, defend, and hold harmless the Assessor and the Townships and County officers, and employees of those Townships and that County from all claims and suits, including court costs, attorney fees, and other expenses, caused by any act or omission of Manatron and/or its subcontractors, if any.
- 23.2** Manatron's maximum liability for any and all claims arising directly or indirectly from the performance of the work or otherwise relating to the project, whether resulting from Manatron's negligence or otherwise and whether based on contract or tort, shall not in the aggregate exceed the amount paid by the County. In no event shall Manatron be liable to the Assessor or any third party for loss of business or profits or any other economic loss or for any incidental, indirect, special, or consequential damages.
- 23.3** Any action by the Assessor on this Agreement or otherwise relating to the work or the project must be brought within one (1) year after the cause of action accrues or within one (1) year after completion of the work, whichever is earlier.

### **24.0 Nondiscrimination**

Pursuant to IC 22-9-1-10, Manatron and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the individual's hire, tenure, terms, conditions, or privileges of employment because of the individual's race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

## **25.0 Insurance and Worker's Compensation**

Manatron shall carry public liability and Workers' Compensation insurance and shall save the Assessor and officers harmless from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind and description brought or recovered against it by reason of any act or omission of Manatron, its agents, or employees of the work described.

## **26.0 Maintaining a Drug Free Workplace**

**26.1** Manatron hereby covenants and agrees to make a good faith effort to provide and maintain, during the term of this Agreement, a drug free workplace and that it shall give written notice to the Assessor within ten (10) days after receiving actual notice that an employee of Manatron has been convicted of a criminal drug violation occurring in Manatron's workplace.

**26.2** In addition to the provisions of Article 26.1 above, if the total contract amount set forth in this Agreement is in excess of Twenty-Five Thousand Dollars (\$25,000.00), Manatron agrees that this Agreement is expressly subject to the terms, conditions, and representations contained in the Drug Free Workplace Certification executed by Manatron in conjunction with this Agreement and which is appended as an attachment to this Agreement.

**26.3** It is further expressly agreed that failure of Manatron to in good faith comply with the terms of Article 26.1 above or falsifying or otherwise violating the terms of the certification referenced in Article 26.2 above shall constitute a material breach of this Agreement and shall entitle the Assessor to impose sanctions against Manatron, including, but not limited to, suspension of contract payments, termination of this Agreement, and/or debarment of Manatron from doing further business within the State of Indiana for up to three (3) years.

IN WITNESS THEREOF, the parties have executed this Agreement as duly authorized officers. Said Agreement shall not be in effect until all parties to this Agreement have executed the same.

WITNESS

Gladys F. Rumsey

DEARBORN COUNTY, INDIANA

Jean C. Seitz

County Assessor

7-27-04

Date

WITNESS

[Signature]

MANATRON, INC.

[Signature]

Authorized Representative

8-11-04

Date

## Attachment A: Detail Scope of Services

1. Manatron shall do a preliminary analysis of the sales data and sales verification methods to determine their suitability for an equalization report. If deficiencies are found in sales verification, sales data availability, and data entry processes, such deficiencies must be corrected by the Assessor or negotiated as an additional service on a per diem basis with Manatron before the study can continue. Such additional services, if any, are specified in Article 3.0 of this Agreement.
2. Manatron shall determine the sample size by Township, neighborhood, and property class. Manatron shall evaluate information extracted and determine if additional information is necessary to augment the database; if such information is appropriate and in the best interest of the County. Should such information (i.e., MLS data, realtor information, independent appraisals, etc.) be deemed necessary, the County shall be consulted with a choice of paying Manatron additional fees or to purchase directly and supply such information to Manatron.
3. Manatron shall provide on-site training and the reports necessary to edit and correct the physical characteristics in the CAMA file before the sales-ratio reports are performed.
4. For each Township in the County, Manatron shall calculate a preliminary assessment ratio for each of the following classes of property if sufficient sales exist and the sales have been verified by the Assessor:
  - ◆ Improved residential
  - ◆ Unimproved residential
  - ◆ Improved commercial
  - ◆ Unimproved commercial
  - ◆ Improved industrial
  - ◆ Unimproved industrial
  - ◆ Agricultural land



The definitions for the terms used in the classifications listed above shall be as stated in the Real Property Assessment Guidelines for 2002, Version A. If any of the classes of property listed above consists of fewer than twenty-five (25) parcels in a Township, no assessment ratio is required to be calculated by Manatron for that class in that Township.

5. Manatron shall apply various statistical analyses of ratio study data, calculating all ratios to the .95 confidence level whenever possible.
6. Manatron shall process data through statistical software and determine the accepted method of data management and data augmentation, documenting methods necessary to qualify the data under the Standard.
7. Manatron shall generate preliminary ratio findings and recommend appropriate adjustments to the CAMA database. The County shall be responsible for data entry to the CAMA database. Should the County request data entry to be performed by Manatron, such service shall be added as an additional service at rates specified in Article 3.0 of this Agreement.
8. After final CAMA database adjustments have been applied and reviewed for accuracy, Manatron shall extract the data necessary for the final statistical review and generate the final equalization report to the County on level of assessment and uniformity by property class and Township. Manatron shall provide for one (1) person-day of review of the data with the Assessor and other interested parties.
9. Upon review of the final report by the County, Manatron and the Assessor shall forward to the Department electronic spreadsheets that contain all data used to calculate a COD and median ratio for each Township. The data the Assessor provides shall, at a minimum, include the following information for each property used to calculate the COD and median ratio:

- ◆ Parcel number
- ◆ Assessed value of land
- ◆ Assessed value of improvement before applying shelter allowance
- ◆ Date of sale
- ◆ Sale price
- ◆ Township
- ◆ School corporation
- ◆ County tax district number
- ◆ Department of Local Government Finance tax district number
- ◆ Condition rating
- ◆ Grade
- ◆ Neighborhood code
- ◆ Property class code

10. Manatron shall provide up to one (1) person-day of support services to present the equalization study to the Department and shall provide the necessary support to assist the County in the submission process through approval by the Department. Upon approval, Manatron shall turn over all documentation and records to the Assessor.